

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Sanitas International

2. Registration Number

6980

3. Primary Address of Registrant

1629 K St. NW, Suite 300, Washington, DC 20006

4. Name of Foreign Principal

Alliance PNE

5. Address of Foreign Principal2134 Kalorama Road NW
Washington, DC
BENIN 20008**6. Country/Region Represented**

BENIN

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☒ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

Rogatien Biaou, President, Alliance PNE

b) Aim, mission or objective of foreign political party

To highlight ongoing democratic backsliding in Benin and work towards free & fair elections in the country.

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

07/22/2021Christopher Harvin/s/Christopher Harvin

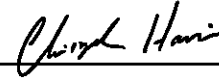
EXECUTION

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Date

Printed Name

Signature

07/22/2021Christopher Harvin

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Sanitas International

2. Registration Number
6980

3. Name of Foreign Principal
Alliance PNE

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 07/22/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will be provided a monthly retainer to perform all activities as outlined in the attached contract.

Although the contract is dated June 07, 2021 it did not become operationalized until it was fully executed by the foreign principal on 07/22/2021 as stated in the attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will develop a personal website for Mr. Rogatien Biaou, President, Alliance PNE and assist with the development and placement of thought leadership on the future of democracy in Benin. Registrant will also conduct outreach to congressional offices, think tanks, and other third parties.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will conduct outreach to media and third parties including: congressional offices, think tanks, and academia. As part of this contract Registrant may develop and disseminate informational materials on behalf of the foreign principal. Registrant will develop and place thought leadership on the future of democracy in media or on the website of Mr. Rogatien Biaou, President, Alliance PNE.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
07/07/2021	Alliance PNE	First month retainer (July), translation services, and website development	\$ 26,000.00

\$ 26,000.00

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

07/22/2021Christopher Harvin/s/Christopher Harvin

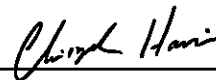
EXECUTION

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Date

Printed Name

Signature

07/22/2021Christopher Harvin

17 June 2021

His Excellency, Mr. Rogatien Biaou
President
Alliance PNE

Cotonou, Benin

RE: Continuing our work together

Sanitas International Inc. (Sanitas) is honored to continue supporting Mr. Rogatien Biaou and through him, the voice of Beninese citizens working hard to protect democracy.

Over the course of the rest of the year, we will help Mr. Biaou develop into a number of different roles, depending on audience.

To President Talon, he will become the antagonist: a constant thorn in the side of an anti-democratic leader.

To Beninese people everywhere, he will become leader: the person who understands their wants, needs, and desires and fights for them.

To the international community, Mr. Biaou will represent the senior statesman: a steady, experienced hand and necessary ally for democracy in Benin.

The below SOW reflects what you've already seen in the white paper delivered last week, but ties key performance indicators when appropriate. It also details a invoice and payment schedule that ensures content development continues unabated. We welcome your feedback and if all is to your liking, your countersignature.

Sincerely,



Christopher Harvin
Sanitas International, Partner
Mbl: +1 803.413.3335
Email: charvin@sanitasint.com
Skype: cmharvin

Standard Contract

His Excellency, Mr. Rogatien Biaou, President of the Alliance PNE (BIAOU) has agreed to retain Sanitas International, Inc. ("Sanitas") beginning 15 June 2021.

Pursuant to the white paper provided earlier this month, our team will work together to accomplish the following phased objectives:

Phase 1 Deliverables, Duration & Budget

Monthly Deliverables	Duration	Monthly Budget
<ul style="list-style-type: none"> Monthly editorial calendar contemplating themes, content development timelines, and target audiences 2-4 pieces of content, self-published to Mr. Biaou's website Issues tracking in local and international press and up to 2 media interviews, op-eds, and appearances that leverage opportunities in the media cycle Strategic advisory 	3 months	\$10,000.00
<ul style="list-style-type: none"> Outreach to congressional offices, think tanks, and other third party allies Development of strategic priorities and opportunities to partner with third parties to accomplish key objectives like freeing political prisoners, establishing a national conference, etc. Monthly reporting of third party outreach and opportunities 	3 months	\$5,000.00
Other Direct Costs		
<ul style="list-style-type: none"> Personal Website 		\$10,000.00
<ul style="list-style-type: none"> Biden Letter Translation 		\$1,000.00

Phase 2 Deliverables, Duration & Budget

Deliverables	Duration	Monthly Budget
<ul style="list-style-type: none"> Monthly editorial calendar contemplating themes, content development timelines, and target audiences 2-4 pieces of content, self-published to Mr. Biaou's website Issues tracking in local and international press and up to 2 media interviews, op- 	4 months	\$7,500.00

eds, and appearances that leverage opportunities in the media cycle ○ Strategic advisory		
○ Outreach to congressional offices, think tanks, and other third party allies ○ Implementation of strategic priorities and opportunities identified in Phase One	4 months	\$7,500.00

Fees: This engagement between Sanitas and BIAOU will begin with payment of a fee of \$26,000.00 (twenty-six thousand) USD to cover the first month retainer (June 15 – July 15, 2021), website development and translation of the Biden letter.

Month 2 will be billed net-15 on June 30, 2021 and cover the period of performance from July 15-August 15. All subsequent retainers will be billed on the first day of every month, due net-15, or by the start of the next retainer period. The billing schedule is detailed in the table below:

Invoice Date	Payment Due	Period of Performance	Amount Due
June 15, 2021	June 15	June 15 – July 15	\$26,000.00
July 01, 2021	July 15	July 15-August 15	\$15,000.00
August 01, 2021	August 15	August 15 – September 15	\$15,000.00
September 01, 2021	September 15	September 15 – October 15	\$15,000.00

The total fees associated with this contract will be \$66,000.00 (sixty-six thousand) USD. Expenses will be billed separately on a monthly basis and work will begin upon signature of this contract and when the initial payment is paid in full.

Consulting fee invoices will be dated the 1st (first) day of the month and will be assessed a late fee of 5% (five percent) for each 30 (thirty) day period late.

Expenses will be preapproved by the BIAOU and billed separately on a monthly basis as described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees unless specifically requested and preapproved by BIAOU.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS), video recording and production, collateral material, polling and services, photography and printing, large copying or significant postage, etc. are charged at cost plus the industry standard mark up

(17.65%) to cover management and administration. Should any of these expenses be required, we will consult with you for prior approval in writing.

- **Compliance Fees:** In the process of providing services it is understood that Sanitas may be required to make various foreign agent or lobbyist disclosures filings, as appropriate and required by applicable laws. Sanitas will prepare such filings in a diligent and timely manner. Fees regarding foreign agent or lobbying disclosure filings will be billed extra.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges while overseas; but only if charges are required for travel and preapproved by the BIAOU.
- **Travel and Meals:** BIAOU shall cover expenses for all travel, lodging, meals and such incidental expenses agreed to between the parties to this agreement. For airline travel time longer than three hours (3) in length, BIAOU shall make best efforts to provide business class accommodations. Any travel expenses billed by Sanitas to BIAOU will be billed at cost with a 10% handling fee and must be preapproved by the BIAOU.
- **Scope of Services:** You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work.
- **Confidentiality:** We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications about projects in which we are now or may be involved.
- **Contracting:** You agree not to hire any Sanitas employees or their agents independently for the period of this agreement and two years after its completion.
- **Indemnification:** Since we will be acting at your direction, you agree to indemnify and hold Sanitas and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we

have acted contrary to your instructions or otherwise have acted with gross negligence.

- **Conflicts of Laws/Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the without regard to its conflicts of laws principles. BIAOU and Sanitas agree that any state, federal or international court for or within the District of Columbia shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and BIAOU and Sanitas irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.
- **Complete Agreement:** This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of Sanitas.
- **Jurisdiction and Governing Law:** Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement can be commenced in the American Arbitration Association (AAA) in the District of Columbia. Each party agrees that the District of Columbia is the proper forum for the commencement of any legal action by any party to the Agreement.

Either party may terminate this agreement 15 days prior to the end of each phase with written notice and payment of all outstanding fees and expenses.

Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will begin upon our receipt of this letter. Payments may be sent by wire transfer as noted on the next page:

Please Wire Funds to:



As a trusted client, if needed, the BIAOU can be provided an invoice, with payment due immediately. In addition, we will provide the BIAOU with a bi-monthly and monthly report of the firm's activities on your behalf.



Sanitas-BIAOU

Sanitas is looking forward to a long and productive relationship with BIAOU and the party and we are eager to start working on your behalf.

On behalf of the Sanitas Team

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: 

Date: 15 June 2021

Christopher Harvin
Partner, Sanitas International

Signature: 

Date: 7/22/2021

His Excellency, Mr. Rogatien Biaou
President
Alliance PNE